

Privileged & Confidential

October 16, 2020

Mr. Rory Chambers
VP Operations
Wabash Valley Resources LLC
444 W. Sandford Ave
West Terre Haute, IN 47885

Re: **Carbon Capture and Sequestration Project Support Proposal**
Vigo and Vermillion Counties, Indiana
KERAMIDA Proposal No. P24198

Dear Mr. Chambers:

KERAMIDA Inc. (KERAMIDA) is pleased to submit this work scope and cost estimate to provide environmental services to Wabash Valley Resources, LLC (WVR) for a carbon capture and sequestration (CCS) project being planned for the WVR ammonia operations in West Terre Haute, Indiana (the Site).

The scope of work is being conducted to meet the requirements of the U.S. Environmental Protection Agency (EPA) Underground Injection Control (UIC) Program for Carbon Dioxide (CO₂) Geologic Sequestration, referred to as the Class VI Rule, and Class VI Injection Wells. The Class VI Rule requires owners or operators of Class VI wells to perform specific activities over the lifetime of the project to ensure the integrity of the injection well, that fluid migration and pressures are within permit limits, and that underground sources of drinking water (USDWs) are not endangered. The specific activities include monitoring of groundwater quality above the confining zone, tracking of the carbon dioxide plume and associated pressure front, plus other specific monitoring and testing requirements, and additional monitoring deemed necessary by the UIC Program Director.

WVR is preparing a Class VI Well Permit application for submittal to EPA Region V for two CO₂ injection wells proposed for installation in the counties of Vigo and Vermillion, Indiana. The permit application includes development of specific plans that describe how the requirement of the Class VI Rule will be met. This proposal assumes that no contamination is known to exist at the planned locations of work.

SCOPE OF WORK

KERAMIDA is to provide environmental services to WVR to meet the requirements of the Class VI Rule. The Class VI Rule requires various testing and monitoring activities to identify any risks to, and endangerment of, USDWs during the various phases of the CCS project. The requirements include initial characterization of the project site, collection of baseline data prior to the commencement of injection, monitoring during injection operations, and post-injection monitoring. KERAMIDA is to assist with the development of specific plans required as part of the Class VI Permit application and

INCREASING OUR CLIENTS' PROFITABILITY THROUGH SMART CONSULTING™

ENGINEERS • GEOLOGISTS • SCIENTISTS • SAFETY PROFESSIONALS • INDUSTRIAL HYGIENISTS • TOXICOLOGISTS • MODELING EXPERTS
INDIANAPOLIS, IN • CHICAGO, IL • PITTSBURGH, PA • NEW YORK, NY • LOS ANGELES, CA • SACRAMENTO, CA

Rule. The specific areas where KERAMIDA is to assist are detailed below.

Background

As part of the proposal development process, WVR provided the proposed locations of the Class VI injection wells, the modeled limits of the carbon dioxide plume after 12 years of injection operations, the targeted injection zone (Potosi Dolomite in the Knox Supergroup), the cap-rock zone (Maquoketa Group), the defined USDW (Silurian or Devonian Group), and conceptual details of monitoring requirements within the upper drinking water zone, the USDW and above the confining zone (ACZ). The northern injection well is identified as WVCCS#1 and the southern well as WVCCS#2. The wells are approximately 3.5 and 7 miles, respectively, from the WVR facility in West Terre Haute. The locations of the planned injection wells and the modeled carbon dioxide plume limits are provided in Appendix 1.

For development of the monitoring plan proposed for the upper drinking water zone, KERAMIDA completed a geologic map review, an Indiana Department of Natural Resources (DNR) well inventory, and wellhead protection assessment of the two areas for the injection wells. The proposed injection well locations and plume limits were both indicated to be outside Indiana Department of Environmental Management (IDEM) Wellhead Protection Zones, as indicated by the IDEM Wellhead Determinator. The well inventory indicated most wells near the injection well locations to be less than 100 feet depth, however, one well (Reference Number 192368) near WVCCS#2 was found installed to a depth of 373 feet. The findings of the geologic mapping, wellhead determinator and well inventory are provided in Appendix 2.

Monitoring Well Installation (Shallow)

The initial task for this phase of work will be to prepare a Sampling Analysis Plan (SAP) and Site-specific Health and Safety Plan (HASP) to detail the scope and document the protocols and anticipated hazards expected during the project. The SAP/HASP will be submitted to the designated project manager(s) for review and approval following the approved drilling locations, well design, and permit receipt but prior to the initiation of field activities. The proposed scope of the shallow well installations is provided in the following and will be included in the SAP for final placement approval.

- A request for public utilities to be marked by the Indiana Underground Plant Protection Service (IUPPS) will be completed prior to initiation of field activities. If warranted, Bloodhound Underground Utility Locators (BHUG) or equivalent will be contracted to locate, clear, and mark private utilities in subsurface work areas. In addition, were needed, traffic control measures may be implemented at select locations that require right-of-way (ROW) installation or high traffic situations;
- Up to ten (10) continuously logged soil borings have been included in this estimate to a maximum installed depth of 100 feet below ground surface (ft bgs). Each boring location will be advanced utilizing a mobile Sonic drill rig to the desired depth. Utilization of Cascade's sonic drilling technologies provides increased speed, superior soil sample collection, reduces drill cutting waste, and provides the security of no refusal during advancement. Termination depths of the borings will be determined based on review of the potable well depths in the vicinity of each well's location and by screen placement in the targeted aquifer. The WVR project manager will be notified of Site conditions as the subsurface investigation progresses

- to document changes in scope, if warranted;
- Soil boring locations will be converted to groundwater monitoring wells upon completion of soil sample collection following reaching the targeted depth. The wells will be constructed of schedule 40 - 2-inch polyvinyl chloride (PVC) installed with 10 ft of 0.010-inch machine slotted screens for groundwater collection. Completion of the wells at the surface will be modified to meet the requirements of the surrounding area (i.e., surface mounted protective cover or steel cased stickup well protection). The monitoring wells will be installed and developed by a certified well installation contractor per the Indiana guidelines.
 - Soil cuttings produced during the installation process will be containerized into a centrally located roll-off dumpster for characterization and determination of proper management of the waste.
 - Development of the wells will be completed by purging of 5 well volumes of water from each well location. Purged groundwater will be contained in poly-tanks for characterization and determination of proper management of the waste.
 - Soil samples will be continuously logged, described, and documented throughout the completion of the drilling at the wells. However, laboratory analytical analysis has not been included within this proposal. Soil boring information and well construction logs will be generated for documentation of the installations. A well installation completion report will be generated for submittal to the WVR project manager that will detail the activities, analytical data, and results of the installation effort.

Groundwater Sampling and Reporting (Shallow Wells)

The proposal has estimated that groundwater sampling will be performed on 10 wells on a quarterly basis for two years (eight events) following the initial baseline sampling event. The frequency will be modified to semi-annual events over the next three years (6 events). Further sampling frequency beyond the first 5 years is anticipated to be reevaluated at that time. The Table 1 costs are per sampling event, as requested.

- Groundwater sampling will be performed utilizing low-flow purging procedures and sampling technique in accordance with IDEM guidance. Pumping of groundwater will be completed by utilization of a compressor powered non-contact Sample Pro® or equivalent bladder pump. Groundwater will be pumped from the well at a rate of less than 1,000 milliliters per min (ml/L) into a flow cell where a multimeter will measure the following field parameters: dissolved oxygen, oxidation reduction potential (ORP), temperature, specific conductance, turbidity, and pH. Once the field parameters stabilize, water samples will be collected into laboratory supplied bottles.
- Groundwater samples will be submitted to Pace Analytical Services, Inc. (Pace) of Indianapolis, Indiana for analysis of the following:
 - Cations: Al, Ba, As, Cd, Cr, Cu, Pb, Sb, Se, and Tl (EPA 6020);
 - Cations: Ca, Fe, K, Mg, Na, and Si (EPA 6010B);
 - Anions: Br, Cl, F, NO₃, and SO₄ (EPA 300.0); and
 - Dissolved CO₂ (EPA 4500); Total Dissolved Solids (SM 2540C), and Alkalinity (SM 2320B).

Methods proposed above are based on previous permit approvals and will be modified to reflect methods approved in the permit.

- Appropriate QA/QC samples will also be obtained and analyzed including one field duplicate for every 20 samples obtained. Details of the QA/QC frequencies, analysis, reporting level,

etc. will be further detailed in the SAP which will be based on the approved permit criteria. Analytical results will be compared to applicable IDEM and US EPA guidance.

- Purge water will be containerized in a centralized location during the sampling event for characterization and determination for proper disposal.
- Upon completion of each sampling event, a summary report of the field activities and the analytical results will be prepared and submitted to the WVR project manager for review. All reports will include tabular and graphical summaries of data legible in black and white, and copies of the laboratory reports and groundwater sampling sheets.

Groundwater Sampling and Reporting (Deep Wells)

The proposal has estimated that 6 annual deep groundwater samples will be collected by a WVR representative for the 12-year duration of the permit. The scope of services for the proposal includes oversight of the collection of the samples from the deep well locations, laboratory analysis of the samples, and reporting of the results of the analysis. The Table 1 costs are per annual event.

- This proposal estimates that one workday is required for the collection of each representative sample for the deep well locations. The coordination, operation, and groundwater recovery has been assumed to be completed by others.
- Following collection of representative samples, they will be submitted to Pace of Indianapolis, Indiana for analysis of the following:
 - Cations: Al, Ba, As, Cd, Cr, Cu, Pb, Sb, Se, and Tl (EPA 6020);
 - Cations: Ca, Fe, K, Mg, Na, and Si (EPA 6010B);
 - Anions: Br, Cl, F, NO₃, and SO₄ (EPA 300.0); and
 - Dissolved CO₂ (EPA 4500); Total Dissolved Solids (SM 2540C), and Alkalinity (SM 2320B) and Isotopes $\delta^{13}\text{C}$ of DIC.

Methods proposed above are based on previous permit approvals and will be modified to reflect methods approved in the permit.

- Field parameters will include dissolved oxygen, oxidation reduction potential (ORP), temperature, specific conductance, turbidity, pH, and water density. Appropriate frequencies, analysis, reporting level, etc. will be further detailed in the SAP which will be based on the approved permit criteria. Analytical results will be compared to applicable IDEM and US EPA guidance.
- This proposal does not include evaluation or disposal of any waste purge water, etc. that will be generated during the deep well sampling event.
- Upon completion of the sampling event, a summary report of the field activities and the analytical results will be prepared and submitted to the WVR project manager for review. All reports will include tabular and graphical summaries of data legible in black and white, and copies of the laboratory reports and groundwater sampling sheets.

QASP Preparation

The Quality Assurance and Surveillance Plan (QASP) is required as part of the Class VI Rule and the Permit application. WVR provided a blank template of the QASP which is planned to be used for the permit submittal. KERAMIDA will provide a narrative and/or inputs to WVR on the specific applicable sections which describe the shallow groundwater well installations, groundwater sampling procedures, sample handling and custody, sampling frequency, analytical parameters and methods, equipment calibration, decontamination procedures and applicable SOPs. An explanation of the well

locations and samples and frequency will be provided following concurrence of this information with WVR. Inputs as appropriate will be obtained from PACE Analytical, or other applicable laboratories, on the sampling methods (recommended), detection levels, and any other applicable information.

USDW Remediation Estimate

A component of the scope requested by WVR is the development of a remediation approach for the USDW should it be necessary. Based on communications with WVR, the conditions of the remediation scenario need to be developed and are to be provided at a later time. KERAMIDA anticipates once the conditions for the USDW remediation are determined, a remedial approach will be developed and costing of the remediation determined. The remedy and associated costs will be used as a component of the financial assurance requirements for the permit application. The costs presented in Table 1 for this task is a conservative estimate and the actual costs may be higher or lower. The Table 1 cost is based on 140 labor hours which includes 60 hours of a senior engineer, 50 hours of a project engineer, plus some administrative and CADD time.

COST ESTIMATE

The estimated cost to complete the scope of work detailed in this proposal is shown in Table 1. Costs will be invoiced on a time and materials basis. Other terms and conditions will be in accordance with the attached KERAMIDA Standard Terms and Conditions (Attachment 3). The cost will not be exceeded without your written approval. KERAMIDA will carefully track the project costs and notify you of any anticipated changes due to unforeseen Site conditions, or Client-approved changes to the Scope of Work. If this proposal is acceptable to you, please sign and return the attached authorization sheet.

Table 1
Cost Summary
WVR CCS Project, Terre Haute, Indiana
KERAMIDA Proposal No. P24198

	Well Install (Shallow)	GW Sampling Event (Shallow)**	GW Report Event (Shallow)**	Deep Well Sample Event & Report**	QASP Support	Remediation Estimate
Professional Fees	\$ 31,460	\$ 2,725	\$ 3,730	\$ 11,120	\$ 3,010	\$ 18,100
KEI Equipment & Expenses	\$ 5,423	\$ 2,171	\$ 75	\$ 2,438	\$ -	\$ -
Laboratory	\$ 3,450	\$ 4,642	\$ -	\$ 3,174	\$ -	\$ -
Drilling Subcontractor	\$ 92,000	\$ -	\$ -	\$ -	\$ -	\$ -
Waste Disposal	\$ 11,500	\$ 173	\$ -	\$ -	\$ -	\$ -
Utility Locator	\$ 4,600	\$ -	\$ -	\$ -	\$ -	\$ -
Permits	\$ 1,725	\$ -	\$ -	\$ -	\$ -	\$ -
Surveyor	\$ 4,600	\$ -	\$ -	\$ -	\$ -	\$ -
Other//Traffic Control	\$ 7,188	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 161,946	\$ 9,710	\$ 3,805	\$ 16,732	\$ 3,010	\$ 18,100

Note: ** - The costs are per event for these activities, the others are one time costs

SCHEDULE

KERAMIDA can begin the project upon written authorization. The well installation is estimated to require four weeks to complete for the field installation and well development. Each groundwater

sampling event (shallow well network) is estimated at three days of field work. The deep well sampling is estimated at one day on Site for each of the samples, or a total of six days. The groundwater reports to be prepared following each sampling event will be prepared within three weeks of receipt of the complete laboratory results. Assistance with preparation and development of the QASP is estimated at two to four weeks. Development of the remediation estimate is subject to the conditions determined by WVR, but is estimated to require two to six weeks to complete.

ASSUMPTIONS

- No contamination is known to exist at the property.
- The costs assume access will be granted and KERAMIDA field personnel will have unencumbered access to the properties for the well installation and sampling events.
- Traffic Control has been assumed for the well install of \$1,250 per day for 5 days.
- Well installation costs include assumed costs for soil and purge water disposal of \$10,000, \$3,000 for waste characterization, a private utility location of \$4,000, and a surveyor of \$4,000.

Enclosed are KERAMIDA's Proposal Acceptance Sheet and a copy of our General Terms and Conditions. If you choose to use the services of KERAMIDA, please complete and return a signed copy of the Proposal Acceptance Sheet. Should you have any questions, or would like to discuss this proposal further, please call at your convenience.

Sincerely,

KERAMIDA Inc.



Michael J Devir, PE
Senior Engineer



Vicky Keramida, PhD.
CEO and Chief Technical Officer

Enclosures:

- Attachment 1: Injection Well Locations and Plume Limit
- Attachment 2: Geologic, Wellhead, and Well Inventory
- Attachment 3: KERAMIDA Terms and Conditions

PROPOSAL ACCEPTANCE SHEET

Project Name: *Carbon Capture and Sequestration Project*

Description of Services: *Permit and Plan Support, Well Installation and Sampling*

Project Location: *Vigo and Vermillion Counties, Indiana*

Proposal No. and Date: *P24198 October 16, 2020*

FOR APPROVAL AND PAYMENT OF CHARGES: If approval and payment are not handled by the same individual, please indicate the appropriate name(s).

Firm/Company: *Wabash Valley Resources LLC*

Address: *444 W. Sanford Ave*

City/State: *West Terre Haute, IN* **Zip:** *47885*

Attention: *Rory Chambers* **Phone:** *(812) 230-2852*

Email: *RChambers@wvresc.com*

PAYMENT TERMS:

Project Cost: **\$213,302** (Total of Table 1 for the one time events and one each sampling event)

Retainer Fees – A retainer in the amount of \$0 is to be paid to KERAMIDA prior to the commencement of the work, with the remainder of the fees due when invoiced upon completion of the project. For on-going projects, the remainder of the fees will be billed monthly based upon work performed.

Professional Fees & Expenses – If payment is by credit card, please use: American Express, Visa or MasterCard. Please call our office with credit card information for payment. A late payment charge of 1.5% per month will be added, if payment is not made within 30 days after invoice date.

PROJECT ACCEPTANCE: The Terms and Conditions of this Proposal, including the Terms on this page and the attached General Terms and Conditions are:

Accepted this _____ day of _____, 2020.

Print or type name of authorized representative and title

Signature of authorized representative

ATTACHMENT 1

Injection Well Locations and Carbon Dioxide Plume Limit

39.624410°
-87.488659°

39.624410°
-87.488659°

- Circle Measure
- Feature 1
- Feature 2
- Plume
- WVCCS#1

Circle Measure

Feature 1

Feature 2

Plume

WVCCS#1

163

 WVCCS#1

Libertyville

Shirkieville

N Range Line Pl

111th Ave

Sh



Google Earth

© 2020 Google

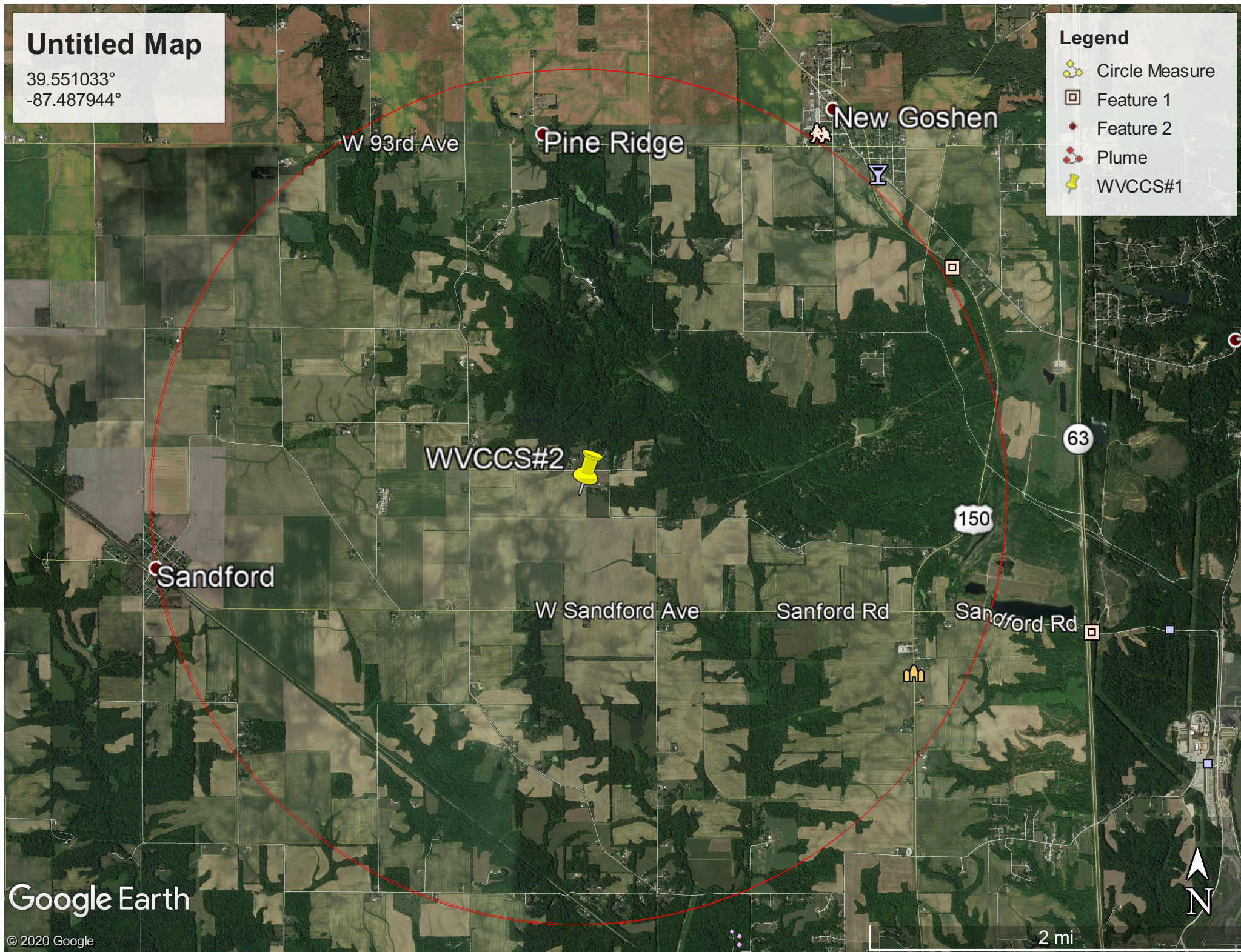


2 mi

Untitled Map

39.551033°
-87.487944°

- Legend**
- Circle Measure
 - Feature 1
 - Feature 2
 - Plume
 - WVCCS#1



Google Earth

© 2020 Google

2 mi

ATTACHMENT 2

Geologic Mapping, Wellhead Determinator, Well Inventory

Cross Section Locations

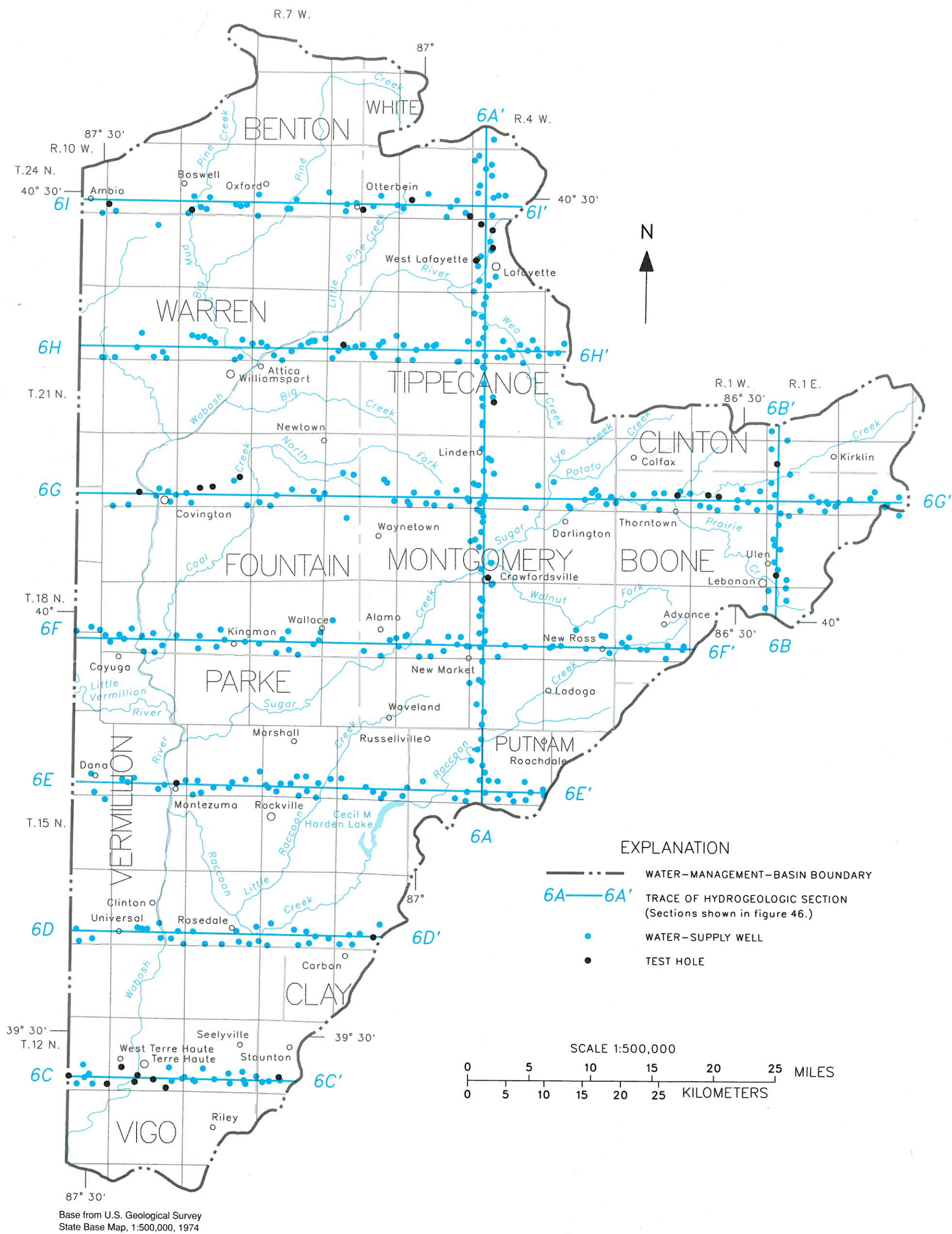
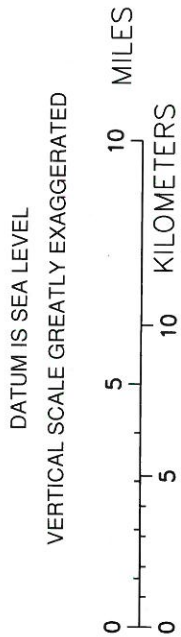
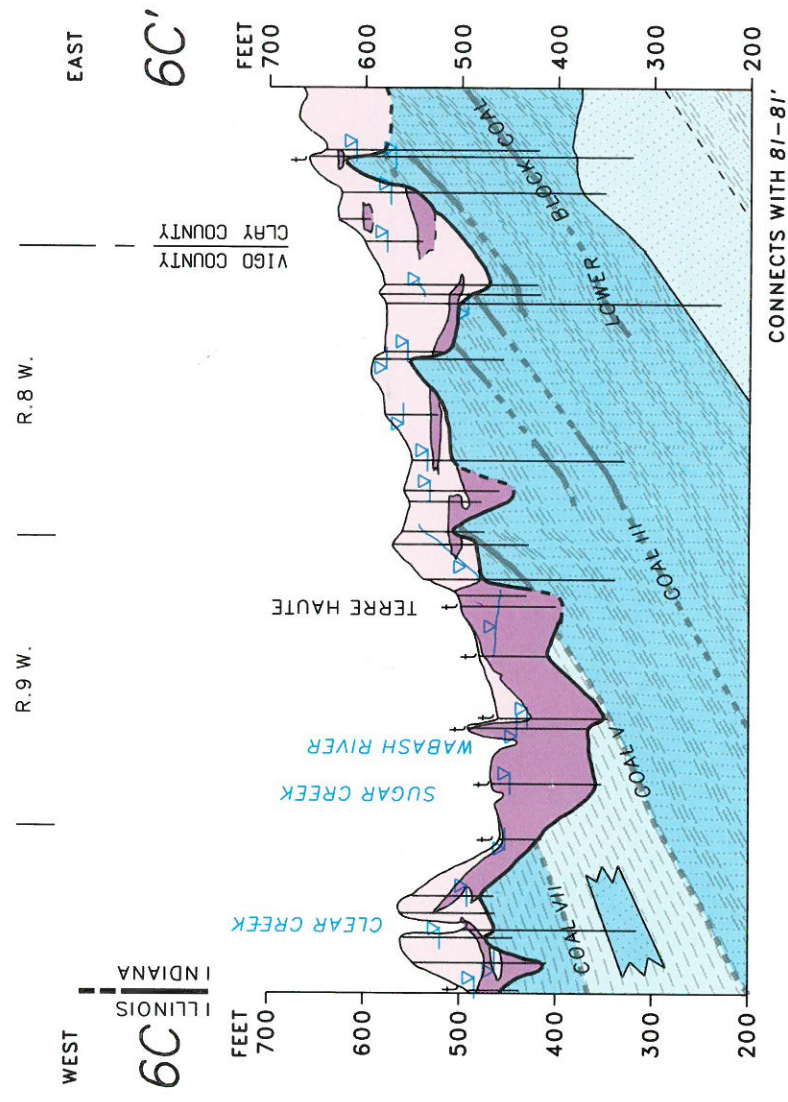
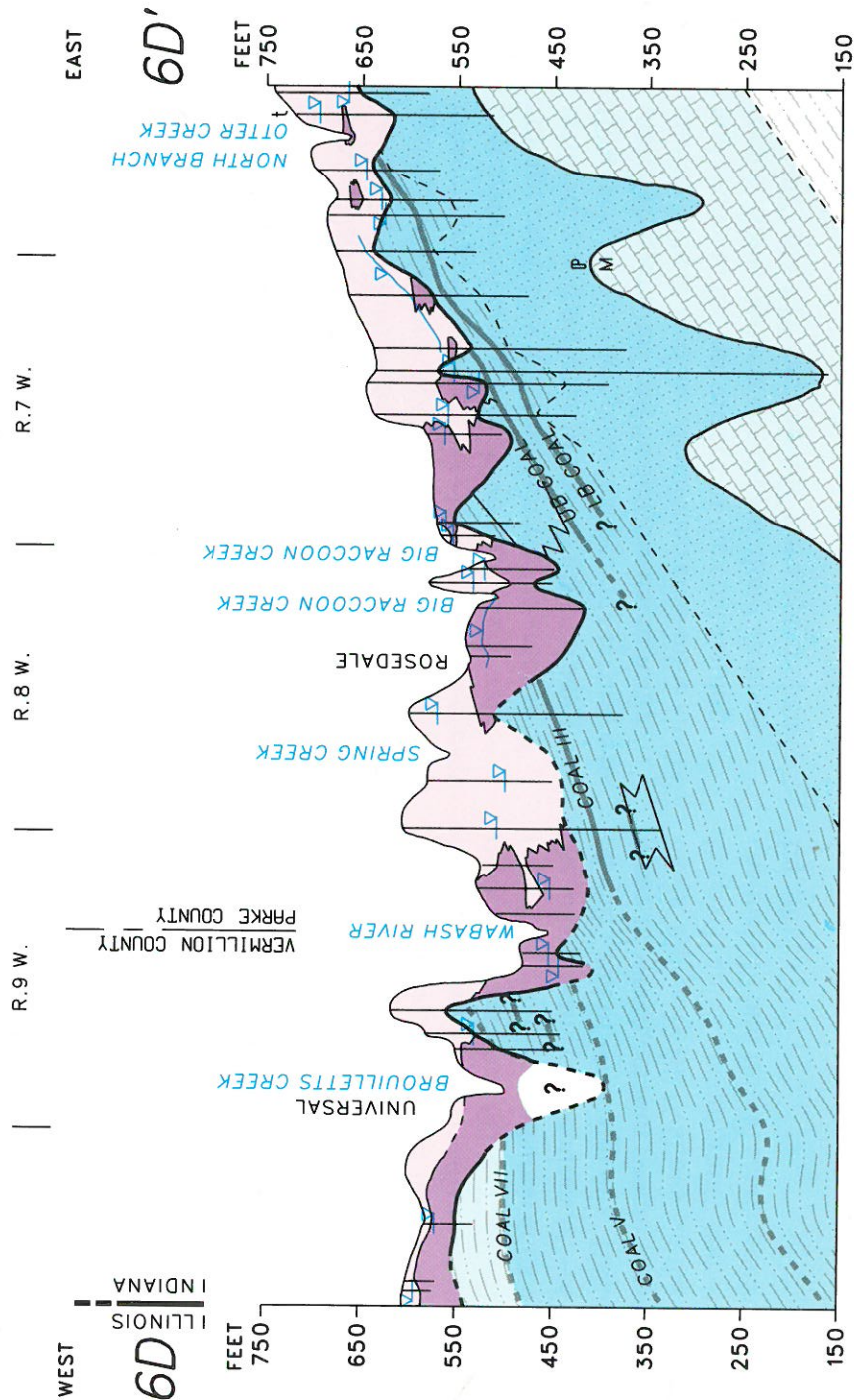
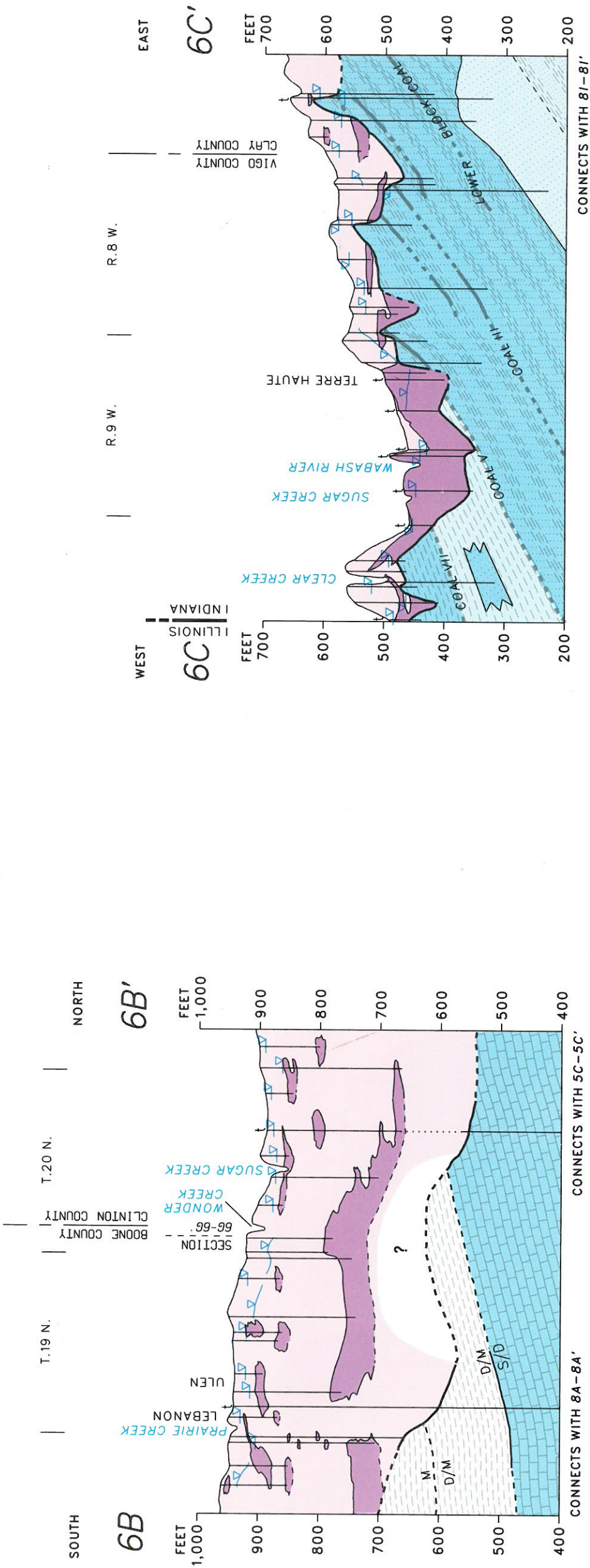


Figure 42. Location of section lines and wells plotted in the Middle Wabash River basin.

Cross Section

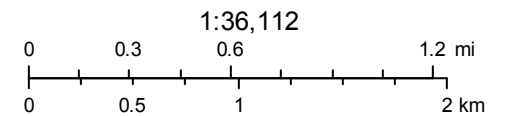


IDEM Source Water Proximity



October 13, 2020

#1 Wellhead Protection



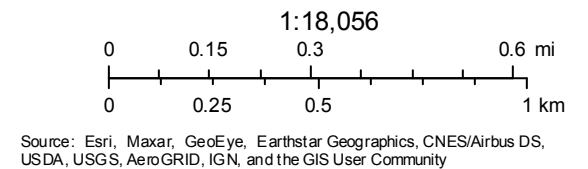
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

IDEM Source Water Proximity

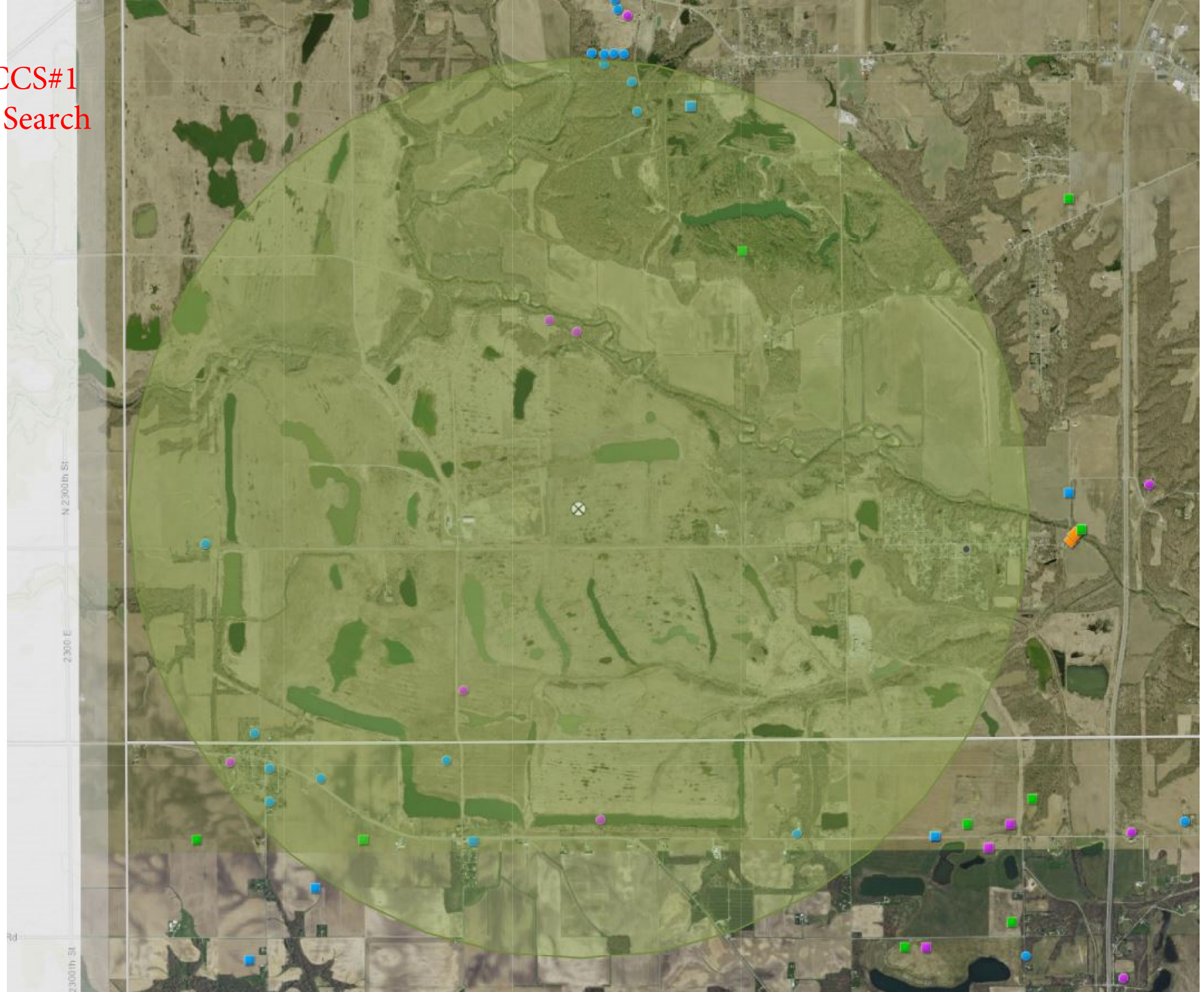


October 13, 2020

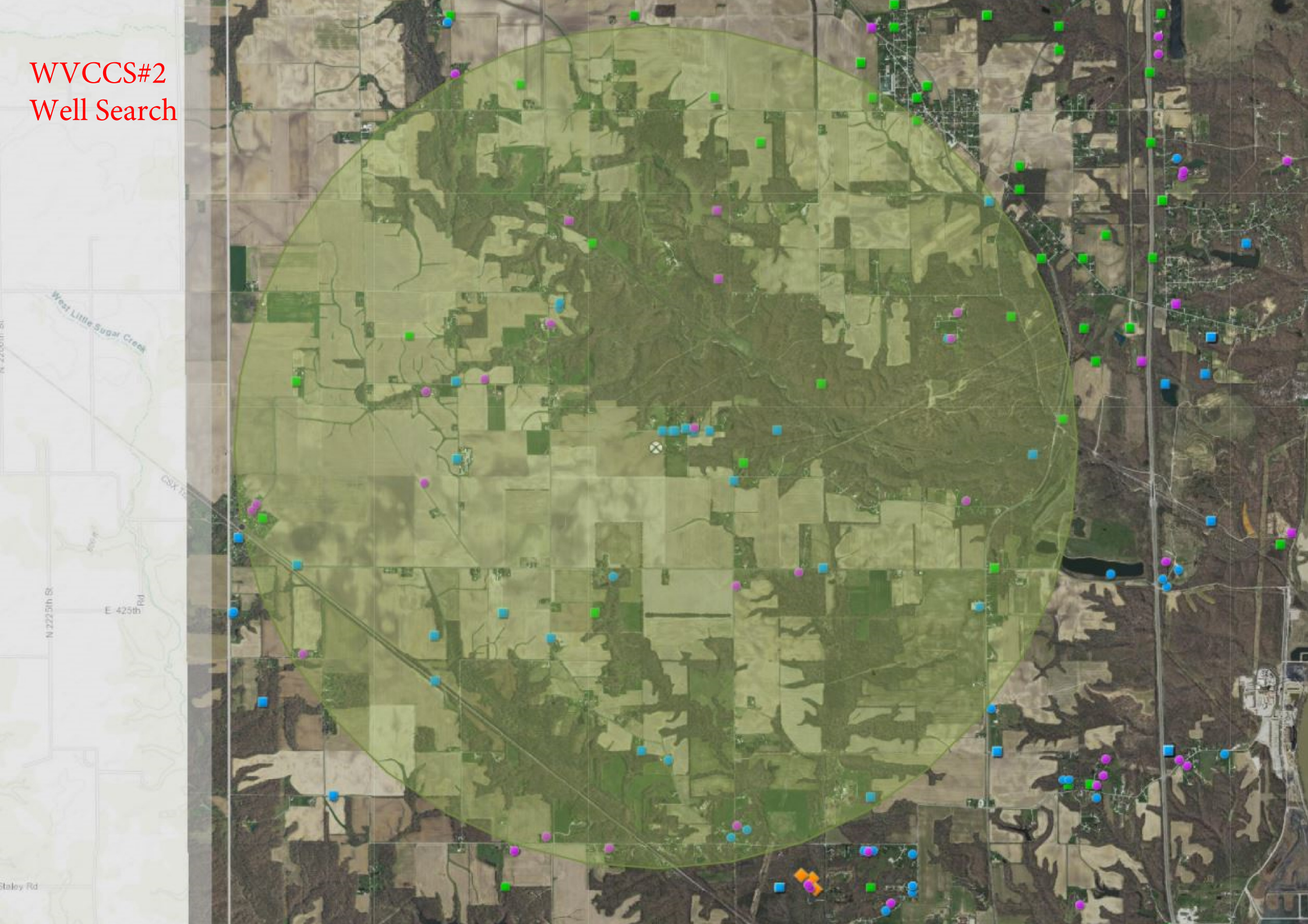
#2 Wellhead Protection



WVCCS#1 Well Search

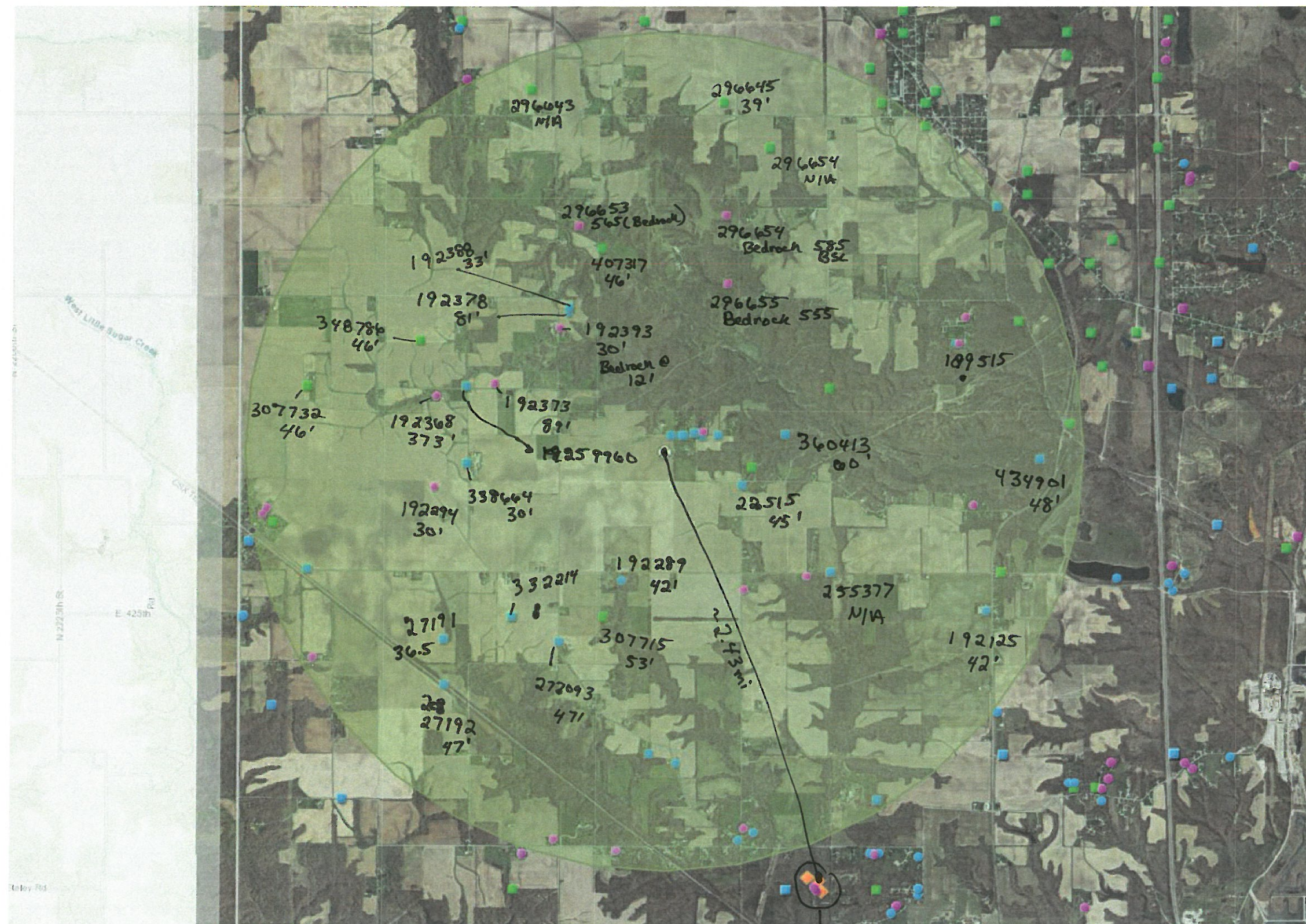


WVCCS#2 Well Search



Well Proximity Notes

↑ North
WVCCS #2



XXXX → Borehole ID
36' → TD well

Owned by Sisters of Providence

WVCS#1



Well Proximity Notes



The Significant water withdraw wells are owned by the town of Universal

373' Well near #2

Record of Water Well

Indiana Department of Natural Resources

Reference Number 192368	Driving directions to well NEAR SANDFORD IND NEAR SANDFORD IND		Date completed Aug 01, 1968
Owner-Contractor Owner	Name LONNIE STEVENSON	Address	Telephone
Construction Details			
Well	Use: Home	Drilling method: Rotary	Pump type:
	Depth: 373.0	Pump setting depth:	Water quality:
Casing	Length:	Material:	Diameter:
Screen	Length: 207.0	Material:	Diameter: 207.0 Slot size:
Well Capacity Test	Type of test:	Test rate: gpm for hrs.	BailTest rate: gpm for hrs.
	Drawdown: ft.	Static water level: ft.	Bailer Drawdown: ft.
Grouting Information	Material:	Depth: from to	
	Installation Method:	Number of bags used:	
Well Abandonment	Sealing material:	Depth: from to	
	Installation Method:	Number of bags used:	
Administrative	County: VIGO		Township: 13N Range: 10W
	Section: NW of the NE of the SW of Section 22		Topo map: SANFORD, IL-IN
	Grant Number:		
	Field located by:		on: Jun 12, 1975
	Courthouse location by:		on:
	Location accepted w/o verification by:		on:
	Subdivision name:		Lot number:
	Ft W of EL:	Ft N of SL: 2325.0	Ft E of WL: 1750.0 Ft S of NL:
	Ground elevation: 610.0	Depth to bedrock: 85.0	Bedrock elevation: 525.0 Aquifer elevation:
	UTM Easting: 456038.0		UTM Northing: 4378391.0
Well Log	Top	Bottom	Formation
	0.0	10.0	SURFACE CLAY
	10.0	60.0	HARDPAN
	60.0	75.0	DRIFT
	75.0	85.0	HARDPAN
	85.0	120.0	SH LIGHT
	120.0	122.0	LIME ROCK
	122.0	143.0	LIGHT SH
	143.0	158.0	GRAY SLATE
	158.0	165.0	BLUE SH
	165.0	166.0	LIME ROCK
	166.0	187.0	GRAY SH
	187.0	194.0	COAL
	194.0	195.0	FCLAY
	195.0	204.0	LIGHT SH

204.0	207.0	LIME ROCK
207.0	212.0	GRAY SAND ROCK
212.0	215.0	LIGHT SH
215.0	232.0	SAND SH
232.0	285.0	SH
285.0	302.0	HARDLIME ROCK
302.0	305.0	SLATE & COAL
305.0	327.0	SH
327.0	329.0	SLATE & COAL
329.0	373.0	LIGHT SHALE

Comments

MC 525;MAILBOX VERIFICATION; DRY HOLE;

ATTACHMENT 3

KERAMIDA TERMS AND CONDITIONS



GENERAL TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** KERAMIDA Inc., as an independent consultant, agrees to provide Client for its sole benefit and exclusive use, consulting services set forth in our Proposal.
2. **VALIDITY OF PROPOSAL.** It is understood that this proposal is valid for a period of ninety (90) days. Upon the expiration of that period of time, KERAMIDA Inc. reserves the right to review the proposed basis of payment and fees, to allow for changing costs, as well as to adjust the time of performance to conform to work loads.
3. **DEFINITIONS.** When used herein, the terms "we", "us", or "our" refer to Consultant and the terms "you", "your", "he", "his", "it" and "its" refer to Client.
4. **RIGHT OF ENTRY & RIGHT TO PROCEED.** Client grants a right of entry from time to time to Consultant and Consultant's agents, staff, consultants, and contractors or sub-contractors, for the purpose of performing and with the right to perform all acts, studies, and research including without limitation the making of tests and evaluations, pursuant to the agreed services. To the extent that the work to be performed for the Client requires access to property or real estate owned by other parties, Client shall have responsibility for obtaining proper permission, right of way, easements, or other agreements to allow us to go on site and perform any necessary work.
5. **PAYMENT.** Invoices will be submitted on a monthly basis. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days, the amount due shall bear a service charge of 1 1/2 percent per month or the maximum permissible under state law, whichever is less. In addition, KERAMIDA Inc., shall be entitled to recover all costs of collection, including court costs and reasonable attorney fees. If Client has any objections to any invoice or part thereof submitted by Consultant, he shall so advise us in writing giving his reasons within 14 calendar days of receipt of such invoice. No deduction shall be made from Consultant's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. In addition, KERAMIDA Inc. may, after giving 14 calendar days written notice, suspend services under any agreement until all past due accounts have been paid.
6. **SCOPE.** (a) The proposed fees constitute our best estimate of the charges required to complete the project as defined. Except as provided in Paragraph 6(b) the project scope will not be altered without mutual agreement. For many projects such as those involving process development work, planning work, or environmental impact assessments, all activities are often initially not fully definable. As the project progresses, the facts uncovered may dictate a change in direction, which may alter the scope. KERAMIDA Inc. will promptly inform the client of such situations so that negotiation of change in scope can be accomplished as required.

(b) Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, for force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, process shutdown, acts of God or of the public enemy, or acts of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost (reflecting a change in scope) beyond that outlined in this proposal.
7. **BILLING.** Where the method of contract payment is on a time-and-material basis, the following provisions shall apply:

(a) The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging of work done at the Keramida Environmental office is one-half hour. There is no premium charge for overtime. Where applicable, rental charges will be applied to the project to cover the cost of pilot-scale facilities or sophisticated apparatus, instrumentation, or technical equipment.

(b) Expenses properly chargeable to the work shall include: travel, transportation and living expenses of personnel when away from the office on business connected with the project; telephone and FAX charges; computer use charges; shipping and production costs; reproduction work; field equipment use charges; and expendable materials and supplies purchased specifically for the project. A ten percent (10%) service charge of these services will be billed to the client.

8. **SUBCONTRACTORS.** When a subcontractor is used by KERAMIDA Inc. (such as laboratories, well drillers, etc.), a ten percent (10%) service charge of the subcontractor's invoice will be billed to Client.

9. **TERMINATION.** This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, providing that no such termination may be effected unless the other party is given: (1) not less than fourteen (14) calendar days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following the effective date of cancellation.

(a) Where method of contract payment is based on time and materials, the final invoice will include all services and direct expenses associated with the project up to the effective date of cancellation, plus 3 percent of the billings to such date as a closeout cost.

(b) Where method of contract payment is "lump sum", the final invoices will be based on the percentage of work completed to the effective date of cancellation, plus 3 percent of the billings to such date as a closeout cost.

(c) Where method of contract payment is cost plus a fixed fee, the final invoice will include all costs to date of termination and a pro-rata share of the fixed fee plus 3 percent of the billings to such date as a closeout cost.

The closeout cost referred to in subparagraphs 9a, b, and c is not to be considered as a penalty, but represents an allowance for demobilization of personnel and equipment and shut-down costs not available on short notice.

10. **DAMAGE AT SITE.** We will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subterranean structures (including, without limitation, pipes, tanks, telephone cables, etc.) which are not called to our attention in writing and correctly shown on the plans furnished by Client in connection with work performed under this Agreement. Client recognizes that the use of exploration and test equipment may unavoidably affect and/or alter the terrain and affect subsurface, vegetation, buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such effect and/or alteration.

11. **STANDARD OF CARE AND WARRANTY.** Professional services provided by KERAMIDA Inc. will be performed, findings obtained, and recommendations prepared in accordance with generally accepted professional practices.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED

12. **INSURANCE.** KERAMIDA Inc. maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain automobile liability insurance with a \$1,000,000 limit, general liability insurance with a \$1,000,000 limit for each occurrence and an aggregate limit of \$2,000,000, and professional liability insurance for errors and omissions, as well as pollution liability coverage, with a per occurrence limit of \$1,000,000 and an aggregate limit of \$2,000,000. KERAMIDA carries, furthermore, excess umbrella liability insurance with an aggregate limit of \$9,000,000, bringing the total coverage to \$10,000,000. A Certificate of Insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above.

13. **SAMPLE HANDLING AND RETENTION.** Generally, test samples or specimens are consumed during the conduct of tests by laboratories. Client will be responsible for any sample residue disposal costs, should such costs be charged by the laboratory.

14. **HAZARDOUS SUBSTANCES AND CONSTITUENTS.** Client agrees to advise us upon execution of this Agreement of any hazardous substances or any condition existing in, on, or near the site presenting a potential danger to human health, the environment, or equipment. Client agrees to keep Consultant informed on this issue, as new information becomes available to the Client in the future. By virtue of entering into this Agreement or of providing services hereunder, we do not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. In connection with hazardous waste, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify Consultant from and against any and all claims and liabilities resulting from:
- (a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;
 - (b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;
 - (c) Changed conditions or hazardous substances or constituents introduced at the site by Client or third persons before or after the completion of services herein.
 - (d) Allegations that Consultant is a handler, generator, operator, treater or storer, transporter, or disposer of hazardous waste under any Federal, State or local statute and/or regulation.
15. **UNFORESEEN OCCURRENCES.** If, during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole judgment significantly affect or may affect our services, the risk involved in providing our services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Consultant may:
- (a) If practicable, in our sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;
 - (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
 - (c) Terminate the services effective on the date specified by us in writing.
16. **DOCUMENTS.** Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by us as instruments of service pursuant to this Agreement, shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without our prior written permission. If Client uses all or any portion of our work on another project without our permission, Client shall, to the maximum extent permitted by law, save us harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising, use by another company (other than a company affiliated with Client or hired by Client) or for any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to Consultant.

17. **KERAMIDA WEBSITES.** KERAMIDA Inc., along with its subsidiaries and affiliates, provides the information and services on its World Wide Web site(s) (the "Site") under the certain terms and conditions ("Terms of Use"), located online at https://portal.keramida.com/Content/docs/K-Port_Terms_of_Use.pdf. By executing any document to which these General Terms and Conditions are incorporated, and/or by accessing and/or using the Site, you indicate your acceptance of and agreement to be bound by these Terms of Use.
18. **FIELD REPRESENTATIVE.** The presence of our field personnel will be for the purpose of providing observation and field testing of specific aspects of the project. Should an independent contractor be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents, unless otherwise explicitly stated in our Proposal. The independent contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us shall excuse contractor in any way for defects discovered in contractor's work. Client expressly agrees to require all other independent contractors to provide Client with information regarding hazardous substances or constituents brought onto the site by the independent contractor. Client further agrees to advise us of all information regarding hazardous substances or constituents brought onto the site by any independent contractor.
19. **SEVERABILITY.** In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.
20. **SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.
21. **INTEGRATION.** This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.
22. **TAXES.** If the services covered by this contract are subject to local or state taxes or fees (except state income taxes), such additional costs will be charged to the project and be subject to reimbursement.
23. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Indiana.

VK

1/2017